Sr. David Lopez
Tlahuapan 20-1, Colonia la Paz
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Puebla, Puebla, Mexico, 72160
claims_info@newhampshirerights.com

CLASS MEMBER

FILED

APR 19 2024

CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

IN RE: BLACKHAWK NETWORK DATA )
BREACH LITIGATION. ) 3:22-cv-07084-CRB

## OBJECTIONS

I, Sr. David Lopez, declare and state under the penalty for perjury under the laws of the United States of America that the following is true and correct (28 USC 1746):

1. I am David Lopez. I object and request to intervene.
2. Blackhawk notified me on April 14, 2024, that my account was subject to the data breach from www.myprepaidcenter.com.
3. I could not opt out because the time expired according to the website, which is an objection because I did not receive any correspondence notifying me of the breach until April 14, 2023.
4. Having lost over $3000 due to Blackhawk, this case is a problem because it will just pay a few dollars. In addition I was unable to file a claim as I had no code, see below I discuss.
5. Having an arbitration agreement and class action prohibition, I demand arbitration and ask this Court to stay the case pending arbitration. I choose AAA (www.adr.org) as the arbitrator. Per the agreement, I ask for Blackhawk to advance the fees of the arbitration. I notified Blackhawk in good faith that my account was subject to a data breach and they confirmed they froze my card and I cannot access the funds. I cannot comply with Blackhawk's demand for utility bill because it is an office mailing address, not a house. The address they had on file

originally was a mail service that forwards mail from USA to Mexico for me. I asked AAA if they would waive the fees, they stated they do not as the company needs to pay if they promised.

6. It is objection that cardholders agreed to arbitration and class action prohibition, but are sneakily being forced to participate in a class action.
7. I did not receive notification of this class action despite the breach and my account being affected.
8. It is unfair to notify members on April 14, 2024, of the breach affecting them and then say the claim is late, the objections late, the opt out late.
9. It is unfair and violates due process to make people opt out or file a claim before the court sets the precise terms of the settlement. Opt out or claim should happen after the court sets the terms of the settlement and approves all issues so people know what they are opting out of.
10. I object to the purported waiver of California Civil Code 1542. How can people who received no notice of the class voluntarily waive this provision?
11. How can people voluntarily waive California Civil Code 1542 if they need a secret code to file a claim?
12. I do not voluntarily waive California Civil Code 1542. I did not know of the action, I did not know I was subject of a data breach until April 11, 2024, I did not know before April 11, 2024, that I was a class member entitled to opt out or object.
13. I did not receive notice. I have read the notice provisions. It says they emailed people and mailed people notice of the claim who were affected by the data breach. I received no email. I received no mail. The original USA address that Blackhawk mailed the card to was and is valid. My email that I placed the claim in that resulted in the card was and is valid. I received no notice.
14. Apparently not all people received notice or were provided notice.
15. This case is too serious and has too much money involved to settle for less than $1,000,000. I for one lost $3,000 because due to breach Blackhawk took my money. If there were 100,000 people, or more if they concealed and did not notify like they did to me, we are talking millions upon millions of dollars, not a few dollars like they make it seem.
16. My card required no registration, now due to the breach they want registration of my card, identification, and utility bill that I do not have because they had breach.
17. Also see the claim form, it deceptively tells people they can only file a claim if they received a letter. I did not receive any letter from

Blackhawk until after the time. The language of this claim form differs from the certified class. The claim form should be clear as to who is to file a claim, anyone affected by the breach, not just people who received a letter.

18. Everything here is unfair and not well thought.
19. Here is email received:

Return-Path: <digitaldpsupport@blackhawk-net.com>
X-Original-To: claims_info@newhampshireclaims.com
Received: from outbound38.service-now.com (outbound38.service-now.com [199.91.141.23])
by mail--server.net (Postfix) with ESMTPS id 0BC9A8EC0F6F
for <claims_info@newhampshireclaims.com>; Mon, 15 Apr 2024 01:21:26 +0300 (EEST)
Received: from app130171.phx101.service-now.com (unknown [10.249.57.169])
by outbound38.service-now.com (Postfix) with ESMTP id 6FB5641BCBC3
for <claims_info@newhampshireclaims.com>; Sun, 14 Apr 2024 15:21:24 -0700 (PDT)
DKIM-Filter: OpenDKIM Filter v2.11.0 outbound38.service-now.com 6FB5641BCBC3
Date: Sun, 14 Apr 2024 15:21:24 -0700 (PDT)
From: BHN Customer Service <digitaldpsupport@blackhawk-net.com>
Reply-To: BHN Customer Service <digitaldpsupport@blackhawk-net.com>
To: claims_info@newhampshireclaims.com

**Comments:**
Hello David,
We are contacting you from Cardholder Services, this email notification is regarding your case CS12757264.
Yesm the card it was affected but we have block the balance so the card can not be compromise.
For us to continue working on this request, we will kindly ask you to reply to this email with the following information:
A picture of the front and the back of the card in hand
A copy of a utility bill (phone, electricity, water) that includes your name and mailing address.
A valid photo ID that includes your mailing address
Name
Address
Email address
Phone number
Once the documents above are received and validated, a replacement will be processed. Please note that the time frame for the card to be mailed is 7 -10 business days.
We look forward to hearing from you.
Your business is greatly valued, and we are happy to help you.
Regards,

Nibia T.
Client Experience Specialist II.

20. Here is card agreement with arbitration:

Disbursements Prepaid Mastercard Cardholder Agreement
CUSTOMER SERVICE CONTACT INFORMATION:Address: P.O. Box 9018; Coppell, TX 75019
Website:
www.MyPrepaidCenter.com
Phone Number: 833-249-7650 (toll free in USA);
339-234-6415 (outside USA)
IMPORTANT NOTICES: (1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.(2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.(3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.(4) THIS CARD IS BEING PROVIDED AS THE SOLE METHOD TO RECEIVE YOUR FUNDS DISBURSEMENT. CONSULT THE CORPORATE SPONSOR IF YOU HAVE ANY QUESTIONS REGARDING DISBURSEMENT, AS YOU MAY NOT HAVE RECOURSE IF YOU DISPOSE OF OR CHOOSE NOT TO USE THIS CARD.(5) BY USING THIS CARD, YOU ARE ALSO AGREEING TO PATHWARD®, NATIONAL ASSOCIATION'S PRIVACY POLICY (ATTACHED). PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE.This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the Disbursements Prepaid Mastercard ("Card") has been issued to you by Pathward, National Association. "You" and "your" means the person or persons who have received and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean collectively, Pathward, National Association, a federally-chartered bank, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our Program Manager. "Program Manager" refers to Blackhawk Network, Inc., who performs certain services related to your Card on Pathward, National Association's behalf. "Corporate Sponsor" means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. The Card is nontransferable, and it may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the "Long Form," is attached to and considered part of this Agreement.
1. ABOUT YOUR CARD Your Card is a prepaid card, which allows you to access funds loaded to your Card account by the Corporate Sponsor. You should treat your Card with the same care as you would treat cash. We encourage you to sign your Card when you receive it. This Card is intended for personal, family, or household use and not intended for business purposes. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement. If you would prefer to obtain the funds on the Card by check, you must call the Customer

Service Number and request the funds be disbursed to you via check. There is a fee for issuing a check (a "Check Request Fee"), as noted in the Fee Chart above. A check may take up to 30 days to be processed and delivered to you domestically, and up to 45 days internationally. If your card is non-reloadable, as stated on the card plastic, effectively immediately upon your request for a check, this Card will no longer by valid. Pathward, N.A. will act as custodian of your funds upon its receipt of your funds. Once yourCard is activated, you will be able to provide Pathward, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a "Program Bank"). Visit www.pathwardprogrambanks.com to find the most up-to-date list of Program Banks. If you do not agree to your funds being held by us at Pathwardor placed by Pathward as custodian at other Program Banks, please immediately transfer or spend all the funds on your Card. For more information on FDIC deposit insurance limits and related conditions, please refer to the Long Form section at the beginning of this Agreement.

2. REGISTERING YOUR CARD You are not required to register your Card. If you choose not to do so, you will be limited in functionality and protections, as indicated throughout the Agreement. If you would like to enable additional functionalities such as online or phone purchases, or ensure your Card is protected by FDIC insurance, you must register your Card. You can do so by going to www.myprepaidcenter.com or calling Customer Service.

3. BUSINESS DAYS for purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays. Customer Service hours may differ.

4. USING YOUR CARDa. Accessing FundsYou have arranged to have funds transferred directly to your Card from the Corporate Sponsor through Automated Clearing House ("ACH") loads. This is the only load method for your Card account. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account. You CANNOT use your Card to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); (iv) make business-related transactions; or (v) use your Card for purchases where recurring payments may occur, such as recurring bill payments, subscriptions, memberships, rentals, etc..

In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card. Split Transactions: If you do not have enough funds available in your Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.b. Limitsc. Foreign TransactionsIf you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale

currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars equal to 2% on the total amount of the transaction. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

5. CONFIDENTIALITY We may disclose information to third parties about your Card account or the transactions you make:(1) Where it is necessary for completing transactions; (2) In order to verify the existence and condition of your Card account for a third party, such as merchant; (3) In order to comply with government agency or court orders, or other legal reporting requirements; (4) If you give us your written permission;(5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or(6) As otherwise necessary to fulfill our obligations under this Agreement.

6. DOCUMENTATION

a. ReceiptsYou may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.b. Account History and BalanceYou may obtain information about your Card balance by calling Customer Service. This information, along with a 12–month history of account transactions, is also available online at the Website mentioned above. You also have the right to obtain at least 24 months of written history of account transactions by Load, Withdrawal and Spend Limits*Load LimitationsLimitMaximum Card Balance at any time$10,000Total number of times the Corporate Sponsor can reload your CardIf the word "NON-RELOADALBE" is printed on your card, the Corporate Sponsor cannot reload your Card. Otherwise, there are no limits to the number of times the Corporate Sponsor can reload your Card, but your balance cannot exceed the Maximum Card BalanceMaximum amount of Corporate Sponsor loads$10,000Withdrawal LimitationsLimitTotal number of ATM withdrawalsTwo (2) ATM cash withdrawals per dayMaximum amount of ATM cash withdrawalNo more than $500 total per twenty-four (24) hoursSpend LimitationsLimitMaximum amount in Point of Sale Signature or Point of Sale PIN TransactionsThere are no specific dollar limitations for POS transactions; however, we may decline any transaction if we reasonably suspect illegal or unauthorized use of your Card* Third parties may impose additional limitations.
calling or by writing Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

7. TRANSACTIONS AND PREAUTHORIZED TRANSFERSa. Right to stop payment and procedure for doing soYou are not permitted to use your Card to make recurring payments (such as recurring bill payments, subscriptions, memberships, rentals, etc.), and we will decline these payments if you attempt to make them. b. Our liability for failure to complete transactionsIf we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:(1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction; (2) If a merchant refuses to accept your Card; (3) If an ATM where you are making a cash withdrawal does not have enough cash; (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction; (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen; (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or(9) For any other exception stated in our Agreement with you.c. ATM FeesWhen you use an ATM not owned by us, you may be charged a fee by the ATM operator

(and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).d. Authorization HoldsWith certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

8. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")If you wish to make PIN debit purchases, you may obtain a PIN by visiting the Website or calling the Customer Service Number. Cards cannot be used to obtain cash back in any purchase transaction. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should contact Customer Service immediately, following the procedures in the section labeled "Unauthorized Transactions."b. Returns and Refunds If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.c. Card Replacement and ExpirationIf you need to replace your Card for any reason, please contact Customer Service to request a new Card, but note that we will charge a Card Replacement Fee. See Long Form for applicable fees. Please note that your Card has a "Valid Thru" date on the front of the Card. You may not use the Card after the "Valid Thru" date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card. d. Authorized UsersIf you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.e. CommunicationsYou agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

9. UNAUTHORIZED TRANSACTIONSIf you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer ServiceIMMEDIATELY. We will ask for the Card number and other identifying details. We may not be able to assist you if you do not have the Card number. We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process. Your registered Card may have some additional protections against unauthorized use: Under Mastercard's Zero Liability Policy, your liability for unauthorized transactions on yourMastercard-branded Card is $0.00 if you notify us promptly upon becoming aware of the loss or

theft, and you exercised reasonable care in safeguarding your Card from loss, theft,or unauthorized use. This policy limiting your liability does not apply to debit transactions not processed by Mastercard, certain commercial transactions, or unregistered cards.

10. LEGAL NOTICESa. English Language ControlsTranslations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.b. Account ClosureYou may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the Long Form. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement. c. AssignabilityYou may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.d. Legal ProcessRegardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.e. Other TermsYou will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

11. PRIVACYWe may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1)Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards,or

when you contact us with customer service issues, such as name, address, phone number.We may also disclose information about the Card or the transactions you make to third parties inorder to: (1) complete transactions; (2) verify the existence and condition of the Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards;(5) help protect against fraud and to conduct research and analysis; or (6) comply with government agency or court orders, or other legal reporting requirements.

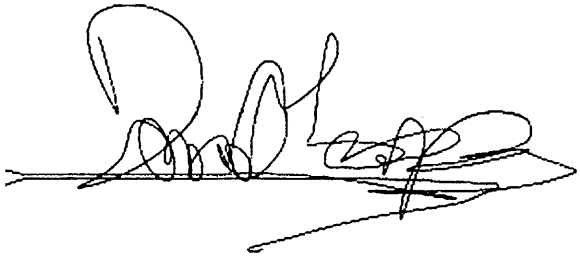
12. JURY TRIAL WAIVERYOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.13. ARBITRATION CLAUSEWe have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Background and Scope.Process.Arbitration Fees and Awards.QuestionShort AnswerFurther DetailWhat is arbitration?An alternative to court In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing. Is it different from court and jury trials?YesThe hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.Can you opt-out of this Arbitration Clause?Yes, within 60 daysIf you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you acquire the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you "opt out" of the Arbitration Clause. What is this Arbitration Clause about?The parties' agreement to arbitrate DisputesUnless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.Who does the Arbitration Clause cover?You, us and certain "Related Parties" This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.What Disputes does the Arbitration Clause cover?All Disputes (except certain Disputes about this Arbitration Clause)This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. Who handles the arbitration?Usually AAA or JAMSArbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either:• The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com• Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The

arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.Can Disputes be litigated?SometimesEither party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.Are you giving up any rights?Yes For Disputes subject to this Arbitration Clause, you give up your right to:

1. Have juries decide Disputes.
2. Have courts, other than small-claims courts, decide Disputes.
3. Serve as a private attorney general or in a representative capacity
.4. Join a Dispute you have with a dispute by other consumers.
5. Bring or be a class member in a class action or class arbitration.We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.Can you or another consumer start a class arbitration?NoThe Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal. What law applies?The Federal Arbitration Act ("FAA") This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.Will anything I do make this Arbitration Clause ineffective?NoThis Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement. Who bears arbitration fees?Usually, we do. We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. When will we cover your legal fees and costs?If you win If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.Will you ever owe us for arbitration or attorneys' fees?Only for bad faith The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.Can an award be explained?YesA party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.What must a party do before starting a lawsuit or arbitration?Send a written Dispute notice and work to resolve the DisputeBefore starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.How does an arbitration start?Mailing a noticeIf the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on

an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.Will any hearing be held nearby? Yes The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.What about appeals?Very limited Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award. Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to license by Mastercard International Incorporated.© 2022 Pathward, National Ass



David Lopez
April 17, 2024.

**Your claim must be submitted online or postmarked by: April 11, 2024**

*In re Blackhawk Network Data Breach Litigation*
Case No. 22-cv-07084 (N.D. Cal.)

**BLA**

# CLAIM FORM

## GENERAL INSTRUCTIONS

This claim form should be filled out if you are an individual who received notice of a Data Security Incident that Blackhawk Network, Inc. d/b/a Blackhawk Engagement Solutions ("Blackhawk") disclosed in October 2022 pertaining to unauthorized access to payment card information about certain prepaid cards being managed by users through MyPrepaidCenter.com. You may receive money if you fill out this claim form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice available at www.PrepaidCardDataBreachSettlement.com describes your legal rights and options.

If you wish to submit a claim for a Settlement payment, you need to provide the information requested below.

**SUBMIT YOUR CLAIM FORM BY April 11, 2024**

Online: www.PrepaidCardDataBreachSettlement.com

Mail: Blackhawk Data Breach Settlement,
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

**Your claim must be submitted online or postmarked by: April 11, 2024**

*In re Blackhawk Network Data Breach Litigation*
Case No. 22-cv-07084 (N.D. Cal.)

# CLAIM FORM

**BLA**

## I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

**First Name** **Last Name**

**Street Address**

**City** **State** **Zip Code**

**Email Address** **Telephone Number**

**Notice ID Number**
*(provided on the Notice you received by email or mail)*

## II. OUT-OF-POCKET LOSSES AND EXPENSE REIMBURSEMENT

☐ Check this box if you are submitting a claim for reimbursement of out-of-pocket losses.

Allowable out-of-pocket expenses are detailed in the Settlement Agreement, available at www.PrepaidCardDataBreachSettlement.com To receive up to **$5,000.00** in reimbursement of out-of-pocket losses caused by, or expenses incurred as a result of, the Data Security Incident, please provide the following information:

Amount Requested: $_____.____

Please briefly describe the out-of-pocket expenses and how they relate to the Data Security Incident:

| *Description of Expense* | *Amount* |
|---|---|
| *Example: Receipt for credit repair services* | *$100* |
| | |
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**Your claim must be submitted online or postmarked by: April 11, 2024**

*In re Blackhawk Network Data Breach Litigation*
Case No. 22-cv-07084 (N.D. Cal.)

# CLAIM FORM

**BLA**

Documentary proof **MUST** be submitted to support your exact claim amount. "Self-prepared" documents are, by themselves, insufficient.

## III. PRO RATA CASH PAYMENT

All Class Members are eligible to claim a Pro Rata payment by checking the box below. The specific amount of this payment will be based on the number of claims received.

☐ I would like to claim a Pro Rata payment.

## IV. CASH PAYMENT UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

**CALIFORNIA RESIDENTS ONLY.** If you were a resident of California between September 4, 2022, and September 11, 2022, you may submit a claim for a payment of up to $200 under the CCPA by checking the box below. The specific amount of this payment will be based on the number of claims received.

☐ I was a California resident between September 4, 2022, and September 11, 2022, and would like to claim a payment under the CCPA of up to $200.

## V. PAYMENT SELECTION

Please select from **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ___-___-____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ___-___-____ or Email Address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

## VI. SIGNATURE

| Signature | Printed Name | Date |
|---|---|---|